

EXHIBIT O

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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 PAUL MONPLAISIR,
on behalf of himself and all others similarly
14 situated,

15 Plaintiff,

16 vs.

17 INTEGRATED TECH GROUP, LLC and
18 ITG COMMUNICATIONS LLC,

19 Defendants.

Case No.: 3:19-cv-01484-WHA

**DECLARATION OF ELIEZER
VERMEILLE**

Judge: Hon. William Alsup

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and Putative Class

DECLARATION OF ELIEZER VERMEILLE

I, Eliezer Vermeille, have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

1. I am an adult resident of Miami, Florida.

2. I worked as a Technician for Integrated Tech Group, LLC and ITG Communications LLC (collectively “Defendants” or “ITG”) in Florida.

3. I worked as a Technician in Florida from approximately September 2016 until June 2018. I worked as a Technician for both residential and commercial properties.

4. I worked in the Miami, Broward, and West Palm Beach, Florida branches.

5. During my time working for ITG as a Technician, I performed various services, all related to the installation and repair of cable services for ITG’s client(s). The services included installing cable, Internet and telephone; troubleshooting; running new telephone lines; running coax cables for new outlets; installing ground cable; educating customers on equipment; providing customer service; and replacing and installing drops.

EXPERIENCE WORKING AT ITG AS A FIELD TECHNICIAN

TYPICAL WORK DAY

6. ITG required that I underreport my time, resulting in a substantial number of hours worked for which I was not compensated. ITG told me to enter that my beginning time was typically an hour and a half after I actually started working, and ITG typically required me to enter that I stopped working several hours before I actually stopped working. Specifically, Technician Supervisors instructed me to reduce my true hours worked in order to show higher production and increase my hourly rate. My Supervisors and Managers told me if I entered fewer hours, it would show higher production and increase my hourly rate. For example, my Managers of West Palm

1 Beach, both William Colondo and Gloyd (last name unknown); my Manager in Broward, Sam (last
2 name unknown); my Supervisors of Miami, both Mario and Casanova (last names unknown); and
3 my Supervisor in Broward, Chris (last name unknown) told me I was not allowed to clock in until
4 8:00 a.m. although I left the warehouse between 7:15 a.m. and 7:25 a.m. to head to my first job.
5 Similarly, my Supervisors told me to clock out early and not report all drive time.

6
7 7. ITG notified me of my jobs for the day between 5:00 a.m. - 6:00 a.m. through "Tech
8 Net," which was later replaced by "Tech 360," which are applications ITG used for managing jobs.
9 In addition to being notified by Tech Net and later Tech 360, my Supervisors, Jean, Mario, Chris,
10 and Casanova (last names unknown), would call me if I had not logged in by 7:00 a.m.

11 8. Throughout my time working as a Technician for ITG, when I went to the warehouse
12 to pick up equipment, I arrived at the warehouse by 6:30 a.m. I loaded up my truck with
13 equipment. I waited in line for the equipment between forty-five (45) minutes and one (1.5) hour
14 each day. This time worked was not recorded.

15
16 9. I was also required to report to the warehouse even earlier so that ITG could perform
17 an inventory of the equipment in my vehicle and so I could obtain additional equipment, such as
18 modems, cable boxes, remotes, cable cords, coax cables, telephone line cubes, electrical tap,
19 stickers, signs, nails, silicone, Ethernet cable, amplifiers, tie wrap, ground wire, DVR boxes,
20 grounders (for aerial drops), splitters, fittings, plastic moldings and wood putty from ITG. My
21 Supervisors instructed me not to enter the time spent during these inventory check-ins on my time
22 sheets. As a result, I was not paid for those additional hours of work.

23
24 10. My Supervisors also required me to attend mandatory weekly meetings to discuss
25 installations and ways to increase productivity. These meetings were typically one and one half
26 (1.5) to two (2) hours each week. I do not believe that I was paid for attending these meetings.
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1 11. I lived in Miami and ITG required that I worked in West Palm Beach or Fort Meyers
2 – these commutes could take up to three hours. I was not given a hotel room or otherwise
3 reimbursed. This drive time was not recorded and I do not believe I was paid for this drive time.

4 12. Typically, ITG assigned me between seven (7) and ten (10) jobs per day. ITG
5 assigned me as many as fifteen (15) jobs in a single day. ITG limited the allotment of time for each
6 job to a two (2) hour time frame regardless of the scope of work to be performed. Individual jobs
7 typically took between forty-five minutes (45) and three (3) hours to complete, however, one job
8 could take an entire day to complete.

9 13. There were some days I was assigned my full work load and also had to help other
10 Technicians. ITG did not count jobs originally assigned to other Technicians toward my jobs
11 assigned and completed per day. Therefore, in addition to the jobs assigned to me by ITG, my total
12 jobs for the day could increase as much as two (2) to three (3) extra jobs per day. My Managers
13 and Supervisors would call me throughout the day to help out other Technicians. I do not believe
14 that I was paid for this time helping other Technicians.

15 14. During the course of the day, ITG sometimes added or removed my job assignments
16 from Tech Net, and later Tech 360. Throughout my employment there were many times I would
17 click on an assigned job, accept the job, enter the job location in the GPS, and drive to the
18 customer's home. When I arrived at the job and parked the truck outside the customer's home or
19 the commercial property, I would then sign into the job. Almost daily, ITG removed jobs from the
20 system after I had already arrived at the customer's home and/or commercial property. I called my
21 Supervisors to complain; however, the job rarely came back. I do not believe that I was paid for the
22 time spent driving to the canceled job, any time waiting for it to come back, or time driving to the
23 office or warehouse afterwards.
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1 telephone on me at all times and be available to respond to any work calls.

2 21. I was considered “on duty” and I generally worked through my meal breaks. I do
3 not believe I was paid appropriately.

4 **REST BREAKS**

5 22. As a Technician, I generally was not provided rest breaks. There was no particular
6 schedule for rest periods. This was true throughout my employment with ITG.

7 23. My Supervisor instructed me to continue working until each job was finished. Once
8 I would finish one job, I was instructed to move on to the next job. I was not allowed rest breaks.

9 24. I was considered “on duty” and do not believe I was paid appropriately.

10 **MANDATORY TRAINING**

11 25. ITG required me to attend a full day, mandatory orientation session to familiarize
12 myself to ITG’s policies and practices. The orientation took a full day to complete and I do not
13 believe I was compensated for this time.

14 26. ITG used me as an experienced ITG Technician to train other Technicians. I was
15 required to train Technicians and was not paid for training Technicians.

16 **COMPENSATION**

17 27. While working for ITG, I entered codes and hours through the Penguin application,
18 which was replaced by the Fuse application, for the various job tasks I performed, and each of those
19 codes corresponded to a specific dollar amount.

20 28. ITG would regularly delete codes for tasks I had completed, or change the codes to a
21 lower paying code. Supervisors would instruct me not to enter a code at all, even though I
22 completed the corresponding task. Supervisors told me not to enter any codes when assisting other
23 Technicians with jobs.

30. I did not receive accurate wage statements. My pay stubs showed several regular and overtime rates, but they did not reflect my specific tasks or jobs. My pay stubs did not include all the hours I worked, compensation for missed meal and rest periods, or all of the jobs or tasks I completed.

31. In order to do my job, I had to purchase tools and equipment, such as a wireless drill, drill bits, pliers, screwdriver, staple gun, nails, splitters, net gear, many types of cable, a cellular phone through ITG's payment plan, boots, and pants. ITG did not provide proper tools necessary to complete the jobs assigned. I purchased tools and supplies at a hardware store in Miami and I was not reimbursed. I spent approximately \$1,500 a year on tools and supplies. I was never reimbursed for these expenses.

32. ITG has a Payment Program where ITG loans the funds for the purchase the purchase of tools needed to complete jobs assigned by ITG. I did not agree to be part of this Program because I believe that it would have been cheaper for me to go to a hardware store to purchase the tools myself. However, I believe that ITG took money out of my paycheck anyway.

33. The Penguin system showed deductions for the supplies necessary to purchase in order to complete the jobs assigned by ITG. Once ITG transitioned from using the Penguin application to the Fuse application, I was unable to see the dollar amount deductions taken out of my paycheck for tools and supplies.

35. I believe that ITG made other deductions from my pay. For example, if a customer called back with the same service issue, or something was not working properly, I believe replacement parts were deducted. I also believe that I was charged for equipment I never lost, and damage to a customer's home that never occurred. I could see the deductions on Penguin and would complain; but these issues would not get resolved. Once ITG transitioned to Fuse, I was not able to see any deductions. I believe that ITG continued to make these deductions.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and based upon my own personal knowledge.

Executed on this 7 day of June, 2019.

DocuSigned by:
Eliezer Vermeille
Eliezer Vermeille